ARRIVE Information Packet

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ARRIVE Standard Limited Hardware Warranty, Disclaimer of Warranty, End User License Agreement, and US FCC Notice for ARRIVE branded software embedded processing equipment

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The End User License Agreement may be located below, or at the following URL: http://carepoint.arrivesys.com/EULA

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This Agreement is effective until terminated. ARRIVE may terminate this Agreement upon Your breach of any of the provisions hereof that is not cured within thirty (30) days. This Agreement will terminate immediately without notice from ARRIVE if You (i) fail to comply with any material provision of this Agreement, or (ii) if the license of the Product is terminated for any reason. Upon termination of this Agreement, You agree to cease all use of the Product and to return to ARRIVE or destroy the Product and all documentation and related materials in your possession, and so certify to ARRIVE. Except for the license granted herein and as expressly provided herein, the terms of this Agreement shall survive termination.

■ **Limited Warranty**

Software Product. The warranties provided by Arrive Systems, Inc. or its subsidiary ("ARRIVE") selling the "Software Product", that refers to the application and system software (Software Product) sold by Arrive Systems, Inc. (ARRIVE) or an authorized Arrive Systems, Inc. Reseller which includes Arrive software pre-installed or embedded with the hardware purchased from ARRIVE. This Limited Warranty is valid only for the first end user purchaser and excludes resale, rental, lease or transfer of any kind. You may be required to provide evidence of proof of purchase. This Limited Warranty apply specifically to Software Products including Software accompanying the Hardware product of which the Software is a part (if any): (a) the media on which the Software is furnished will be free of defects in materials and workmanship under normal use; and (b) the Software substantially conforms to the Documentation; you purchase for your use, and not for resale. Except for the foregoing, the Software is provided "AS IS". Subject to the limitations and conditions set forth herein, ARRIVE warrants that commencing from the date of purchase by end-user, and continuing for a period of the longer of (a) ninety (90) days or (b) the warranty period (if any) expressly set for forth as applicable to software in EULA-SLHW-0101-15 of which the Software is a part of ("Hardware Product") (if any). Customer's sole and exclusive remedy and the entire liability of ARRIVE and its suppliers under this limited warranty will be, at its discretion, repair or replace any defective Software. In the unlikely event that your ARRIVE Software Product has recurring failures, ARRIVE, at its sole discretion, may elect to provide you with (a) an upgrade, repair, or replacement software of ARRIVE's choosing that is the same or equivalent to your Arrive Software Product in performance or (b) to give you a refund of your purchase price or lease payments (less interest) instead of a replacement. This is your exclusive remedy for defective Software Products. The Software Product replacement within the warranty period is according to the replacement process specified in Part 3 Section 4 described in EULA-SLHW-0101-15 which can also be found on the ARRIVE Product Warranties web page www.arrivesys.com/warranty. ARRIVE's obligations hereunder are conditioned upon the revocation of an affected Software Product in accordance with ARRIVE's Return Material Authorization (RMA) procedures specified in Part 3 Section 3 described in EULA-SLHW-0101-15.

Restrictions. This warranty does not apply if the Software Product, Hardware Product or any other equipment upon which the Software is authorized to be used (a) has been altered, except by ARRIVE or its authorized representative, (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by ARRIVE, (c) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident; or (d) is licensed for beta, evaluation, testing or demonstration purposes. The Software warranty also does not apply to (e) any temporary Software modules; (f) any Software supplied by any third party which is not an Approved Source.

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b) You are solely responsible for adequate protection and backup of the data and equipment used in connection with the Product. Arrive does not guarantee that use of the Product will be uninterrupted or error-free. Arrive does not guarantee that the information accessed by the Product will be accurate or complete. You acknowledge that performance of the Product may be affected by any number of factors, including without limitation, technical failure of the Product, the acts or omissions of third parties and other causes reasonably beyond the control of Arrive. Certain features of the Product may not be forward-compatible with future versions of the Product and use of such features with future versions of the Product may require purchase of the applicable future version of the Product.

c) EXCEPT FOR BODILY INJURY OF A PERSON, IN NO EVENT WILL ARRIVE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT, THE PRODUCT OR ANY SERVICES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), OR FOR LOSS OF OR CORRUPTION OF DATA, OR FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR TECHNOLOGY, IRRESPECTIVE OF WHETHER ARRIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ARRIVE'S MAXIMUM LIABILITY FOR DAMAGES SHALL BE LIMITED TO THE LICENSE FEES RECEIVED BY ARRIVE UNDER THIS LICENSE FOR THE PARTICULAR PRODUCT(S) WHICH CAUSED THE DAMAGES. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to You.

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Third Party Materials. The Licensed Application may enable access to Application Provider's and third party services and web sites (collectively and individually, "Services"). Use of the Services may require Internet access and that you accept additional terms of service.

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vi) Specifically in the case of Arrive FacePoint and Arrive ControlPoint software, Arrive will make use of specific Microsoft Lync SDK components. It is important to note the Lync SDK's development model requires the Lync client to be installed on the user's machine and the API is called from outside the Lync process, manipulating the same object model on which the Lync client is built. Use of Arrive FacePoint and Arrive ControlPoint software is subject to the terms of any license or agreement provided with the Microsoft Lync SDK. Arrive does not ship any embedded Microsoft Lync client with its products and you will be required to provide a valid and licensed installation of Lync Server and provide the network location of the Lync client which is required to be installed during the first time set-up of the Arrive FacePoint software.

vii) Specifically in the case of Arrive ViewPoint Rich Media Capture software, the following third party products are interoperated with and Your use of the Arrive ViewPoint software is subject to the terms of any license or agreement provided with the third party software. (i) Use of the GStreamer and GStreamer plug-ins is released under the LGPL as provided on the GStreamer website (http://gstreamer.freedesktop.org/documentation/licensing.html). By using the Arrive software, you will have accepted the terms of all associated GStreamer & GStreamer plug-in licenses and agreements. (ii) Arrive's use of open source Ubuntu Software is subject to the terms of any license or agreement provided with the software. Some of these agreements incorporate the terms of the GPL or other open source licenses. By using the Arrive software, you will have accepted the terms of the licenses and agreements from Canonical or third parties. Linux is a registered trademark of Linus Torvalds. Debian is a trademark of Software in the Public Interest, Inc.

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ix) The Software Components may contain technology that enables applications to be shared between two or more computers, even if an application is installed on only one of the computers. You may use this technology with all Arrive application products for multi-party conferences. For non-Arrive applications, you should consult the accompanying license agreement or contact the licensor to determine whether application sharing is permitted by the licensor.

x) Note on Java Support. The Software Components may contain support for programs written in Java. Java technology is not fault tolerant and is not designed, manufactured, or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of Java technology could lead directly to death, personal injury, or severe physical or environmental damage. Oracle Inc. (erstwhile Sun Microsystems Inc.) requires that this disclaimer is made.

■ **Legal effect**

This agreement describes certain legal rights. You may have other rights under the laws of your country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.

UNITED STATES FEDERAL COMMUNICATIONS COMMISSION NOTICE

The following information is for FCC compliance of Class A devices: this equipment has been tested and found to comply with the limits for a Class A digital device, pursuant to Part 15 of the FCC rules. These limits are designed to provide reasonable protection against harmful interference when the equipment is operated in a commercial environment. This equipment generates, uses, and can radiate radio frequency energy and, if not installed and used in accordance with the instruction manual, may cause harmful interference to radio communications. Operation of this equipment in a residential area is likely to cause harmful interference, in which case users will be required to correct the interference at their own expense.

The following information is for FCC compliance of Class B devices: this equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to Part 15 of the FCC rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with Arrive's instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation.

If the equipment causes interference to radio or television reception, which can be determined by turning the equipment off and on, users are encouraged to try to correct the interference by using one or more of the following measures:

- Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and receiver.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- Consult the dealer or an experienced radio/TV technician for help.

SAFETY INFORMATION

Before you install your ARRIVE product, read the FCC notice and other regulatory material, including the safety and site preparation section in your product documentation. For your safety, information on "Regulatory Compliance and Safety Information" are included in your product documentation and contains the appropriate safety marks and warnings.

WARRANTY INFORMATION

The manufacturer's warranty period for your new ARRIVE product can be found in the warranty description that accompanies this product or in the warranty information in the online documentation.

Product warranty terms and other information applicable to ARRIVE products are available at the following URL: http://carepoint.arrivesys.com/warranty

■ **Service and Support During and After the Warranty Period**

If your hardware fails during the warranty period, contact the Arrive Certified Solution Provider from whom you purchased your product. For more information, see the "Assistance" section.

If you have an ARRIVE CFSS service program or other maintenance agreement, request service under your agreement. You can purchase maintenance contracts from your provider or from ARRIVE directly.

■ **Assistance**

If you have a maintenance agreement, request service under your agreement. Depending on your service agreement, different assistance options are available.

■ **Where to Begin for Warranty Support**

If you need assistance, follow these steps:

1. Consult your product warranty documentation to determine your warranty period, and record the information listed here. For your convenience, record the information here as well. Keep this information readily available.

I purchased my product from:

The company phone number is:

Product model, serial number, MAC address (where applicable) are:

Maintenance contract number is:

2. Consult the ARRIVE Information Packet (this document) for detailed warranty information.
3. Contact the Arrive Certified Solution Provider from whom you purchased your hardware; the provider will have the most up-to-date information and will know where to begin the warranty process.

Note: Stop here unless you have the ARRIVE CarePoint Technical Assistance Center (CTAC) access available under the Arrive CarePoint User Center. This option may not be included in warranty and all service packages, and you could incur an additional cost.

4. Access the ARRIVE CTAC from the CarePoint User Center contracted for this service. CTAC support may not be available as part of warranty alone.

■ **Important Information**

When you call your Arrive Certified Solution Provider or ARRIVE, have this information ready:

- Information recorded in Step 1.
- Version level of the software and firmware
- Detailed description of the problem
- Diagnostic error messages (if any)
- Details about recent configuration changes or changes to your network (if any)

There could be additional charges for using these services.

If you are unable to contact your Arrive Certified Solution Provider, contact ARRIVE CTAC by email: netsupport@arrivesys.com

■ **Return Material Authorizations**

If a Hardware Product or one of its component parts does not function as warranted during the warranty period, and such non-conformance can be verified by Arrive; ARRIVE, at its election, will provide either return and replacement service or replacement with a refurbished part/unit for the Hardware Product under the type of warranty service ARRIVE designates for that Hardware Product. A defective Hardware Product or one of its component parts may only be returned to ARRIVE upon ARRIVE's prior written approval. All material returned to ARRIVE must be accompanied by a Return Material Authorization (RMA) number. This number is necessary so that the factory can ensure proper tracking and handling of returned material. If you do not have an RMA number, ARRIVE reserves the right to refuse receipt of returned units.

1. Open a Service Request for an RMA number (done by You- a registered user, or your local Arrive Certified Solution Provider) at Arrive's CarePoint Technical Assistance Center ("CTAC")(Global): http://carepoint.arrivesys.com. Click on CTAC and create a new Service Request by choosing "Request for RMA Number". You will receive your RMA number by email. By Phone (North America only): Call (Toll Free) +1-888-502-0715 during normal PST business hours Monday thru Friday, to assist you with product use, configuration and troubleshooting. Arrive will use reasonable efforts to respond to you within four (4) hours for all calls received from 8:00 a.m. to 5:00 p.m. in the PST Time Zone, Monday through Friday excluding scheduled local holidays (" Normal Business Hours-NBH").
2. Return the unit to your local Arrive Certified Solution Provider or Approved Partner together with the RMA number as reference. If you cannot locate your provider, you may return the unit to ARRIVE.

Note: You should always register the Hardware Product in your Arrive CarePoint User Center account. If you do not register the Hardware Product with ARRIVE, you may be required to present proof of purchase as evidence of your entitlement to warranty service. The Hardware Product's identification numbers such as model, serial number, MAC address (as applicable) will be required for all RMA cases.

Transportation costs, if any, incurred in connection with the return of a defective Hardware Product to ARRIVE shall be borne by You. Any transportation costs incurred in connection with the redelivery of a repaired or replacement item to You by ARRIVE shall be borne by ARRIVE; provided, however, that if ARRIVE determines, in its sole discretion, that the allegedly defective item is not covered by the terms and conditions of the warranty or that a warranty claim is made after the warranty period, the cost of the repair by ARRIVE, including all shipping expenses, shall be reimbursed by You.

■ **Technical support, notices & contact information**

You may contact ARRIVE technical support by web request at:

URL: http://www.arrivesys.com/support/

For the United States, Canada, Latin America, European Union and Asia Pacific countries, to reach ARRIVE by phone, please refer to the technical support phone numbers listed at the above ARRIVE website for the number covering your region.

■ **NOTICES TO ARRIVE**

If you need to contact ARRIVE please send communication regarding this EULA to the following email address subject reference to EULA-SLHW-0101-15: legal@arrivesys.com

■ **NOTICES FROM ARRIVE**

If ARRIVE needs to contact you about your product or account, you consent to receive the notices by email. You agree that any such notices that we send you electronically will satisfy any legal communication requirements.

-END-

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